

alone, you will ruin everything and lose it all.

At this point the hour of 2 o'clock had arrived, and the court took a recess until 1 o'clock.

**Afternoon Session.**

At a few minutes after four o'clock court reconvened and Mr. Busby resumed declaring that Dawson had let him have \$7,500 on the day when the paper was signed, and that he had put it in the American National Bank, as this would strengthen his credit in the bank.

Here Mr. Royall handed the letter to the court, and the latter declared he had seen the document at the former trial. This was the letter of June 17th, 1904, turning the affairs over to Mr. Busby, which was written by Lucas, Busby's clerk, and which was alleged to have been signed by the plaintiff.

Mr. Royall asked the witness when was the first time he knew the contents of the letter, but Mr. Huntton, counsel for the latter, but Mr. Huntton, counsel for the latter, interposed, objecting to the jury being told of it, and the matter argued by counsel. Mr. Huntton contended that unless Dawson had deceived Busby as to the contents of the letter, there was no fact in the case that he remembered signing it. In no way tended to do away with its effects and solemnity.

Mr. Royall, however, vigorously, and contended that his question was a proper one. He was seeking to prove that Dawson had procured the letter from Busby, and sought to show that it ought to be allowed to proceed on this line.

Mr. Meredith spoke briefly in support of Mr. Huntton's objection. He said Busby had been asked to sign the letter, or the solemnity of a written contract, in order to get out of agreements he had made, and on the flimsy ground of not recollecting where he had signed his signature to the paper. This was but one of a dozen brushes between counsel during the day, and it was evident at this stage of the trial that the case would be warmly contested. Judge Ingram admitted the question and counsel for the defendant made no exceptions.

The court did not pass upon its sufficiency, but declared that the plaintiff had a right to show under what circumstances the letter was obtained.

**Another Wrangle.**

The case was brought back and Mr. Busby declared the first time he ever knew anything about the letter was when it was handed him at the former trial by Mr. Smith. He could not see it in his own signature, and another

[illegible]